

SPECIAL CONDITIONS

The following items represent the Special Conditions of the contract and shall be applied to this Project.

1. **PERMITS BY COUNTY:**

The County will obtain and pay fees for the Building Construction Permit and Occupancy Permit. All other permits, including trade permits, shall be obtained and paid for by Contractor.

2. **CONSTRUCTION PROGRAM MANAGEMENT SYSTEM:**

The Contractor shall establish and maintain a web-based management system for reporting status and distribution of Contractor-developed documents. The management system shall be used to distribute all project documents i.e. submittals, requests for information (RFI's), proposed change orders (PCO's), approved change orders, weekly reports, weekly construction photos, Application for payments, meeting agendas, meeting minutes, schedules and updated schedules, Submittal, RFI and Change Order LOGS etc. The Contractor shall provide continuous access to the reporting system through an internet connection available to the County, Architect and other parties designated by the Project Officer, for purposes of hosting and managing Project communication and documentation until Final Completion.

1. Provide one of the following web-based Project software packages;
 - a. Submittal Exchange or approved equal

No project documents will be transmitted via email.

3. **PROJECT PROGRESS MEETINGS**

General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

- a) Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
- b) Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- c) Minutes: The general contractor shall be responsible for conducting meeting and recording and distributing significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

4. **INTENT OF THE DRAWINGS AND SPECIFICATIONS:**

- A. Examination of Site: Bidders are required to visit the site, to inform themselves of all conditions including work to be performed by other contractors. Failure to visit the site in no way relieves the successful bidder from the necessity of furnishing any materials and/or performing any work that may be required to complete this project in accordance with Drawings and Specifications.
- B. Any doubt as to whether any work is within the scope of the contract shall be resolved in favor of an interpretation that the work is within the scope of the contract

5. CHANGES IN THE WORK:

The allowable percentage markups for overhead and profits charge by the Contractor and sub-contractor as stated in the GENERAL CONDITIONS is the maximum percentage. Not all changes in the work will be approved for the maximum percentage markup. The contractor should substantiate in line item detail the labor hours

6. SUBSTANTIAL COMPLETION PROCEDURES

Follow the directions stated in the Specification section 013100 – Project Management & Coordination and directions below

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - b. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
 - c. Submit testing, adjusting, and balancing records.
 - d. Complete startup testing of systems and initial system commissioning.
 - e. Three sets of digital copy of the "as-built" building drawings as approved by the Project Officer and receive written approval from the A/E of Record that the drawings are complete.
 - f. Acceptance of HVAC system performance including Building Automation Controls by Arlington County.
 - g. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems as required by the documents.
 - h. Submit operations and maintenance manuals and receive written approval from the A/E of Record that the manuals are complete.
 - i. Submission of certificate of final inspection from city, county and/or state agencies in accord with applicable codes, laws and ordinances.
 - j. The Contractor is responsible for securing any (partial or full) occupancy permits required by local authorities.
 - k. Complete final cleaning requirements.
 - l. Obtain inspection of fire protection system (sprinkler system) by the Fire Marshal's office and Owner's Insurance Rating Bureau plus correction of any deficiencies identified by Arlington County.
 - m. Provide electrical systems fully operating, inspection and acceptance by appropriate authorities.

- n. All labeling shall be complete as required in the documents.
 - o. All safety devices shall be fully operational.
- D. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- a. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
- E. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- a. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

7. TIME FOR COMPLETION

Owner Delay Accommodation: Contractor is to assume twenty (20) working days of 'Owner Delay', from the date of Notice to Proceed to date of Substantial Completion. The twenty (20) working days of Owner delay are the responsibility of the Contractor and shall be included as a component of the base contract. The contractor will not receive additional compensation monetarily nor by way of time extension, for the first twenty (20) working days of Owner Delay. To claim Owner delay, contractor must clearly indicate owner action or inaction on the critical path of the construction schedule. Additional Owner delay days beyond the twenty (20) working days indicated by this section will be dealt with as stipulated in the general conditions

The Contractor shall be entitled to an extension of time for changes only for the number of days which the Owner representative may determine to be necessary to complete such changes and only to the extent that such changes actually delay the completion of the Project, and that the contractor have strictly complied with the requirements of the Contract Documents and has clearly illustrated the effect of such delay on the Project's critical path. The burden of documentation lies with the Contractor.

The Contractor may only request additional monies for general conditions beyond the delay days allocated for in the Construction Documents and for delays demonstrated to be outside the Contractor's control. The allowable per day costs shall not exceed the amount indicated in the Contractor's Schedule of Values for the General Conditions divided by the number of contracted construction days. Requests for additional compensation associated with delays beyond the 20 Owner delay working days, shall not exceed an amount equal to the number of actual calendar days delayed multiplied by the allowable per day costs. Sub-contractors shall receive no additional general conditions

8. PUNCH LIST

The Contractor shall have thirty (30) days after the date of Substantial Completion to complete the work items contained in the Punch List. If the work is not completed within such thirty (30) day period, liquidated damages in the amount specified in the Invitation to Bid document will be deducted from the contract Sum until the date of Final Completion

- a. The Owner may at any time, complete one or more items on the Punch List with its own forces or with such other contractors as it deems advisable and charge the account of the Contractor and its Surety thereof. This right of completion shall be in addition to, and not in lieu of, any remedy provided by another Section of these Contract Documents. In the event the Owner exercises its right hereunder to complete all items on a Punch List, the daily amount of liquidated damages shall not thereafter continue to be assessed for that Punch List, although nothing herein shall be construed to eliminate or reduce the daily amount then accrued.

9. STAGING OF BUILDING MATERIAL

No material will be staged on the public sidewalks

10. PROTECTION OF NEW INSTALLED FINISHES

It is the responsibility of the contractor to protect the existing and new installed finish floor, walls, millwork and furnishings, at all times, until the completion of his construction. The contractor is responsible to replace, any or all, finishes that are damaged, chipped or scratched by the contractor or his sub-contractor. See also Specification Section 015000 Temporary Facilities and Controls on sheet G-002

11. USE OF NEW BUILDING RESTROOM

The new building restrooms shall not be utilized at any time by the contractor and sub-contractor's personnel. The contractor is responsible to provide an onsite temporary sanitary facility for use by the contractor and sub-contractor's personnel. See also Specification Section 015000 Temporary Facilities and Controls on sheet G-002

12. SUBCONTRACTOR ACCEPTANCE:

As stated in General Conditions, article 13 a, the Contractor shall provide the names of proposed subcontractors for review by the Project Officer. The Project Officer may object for cause if a proposed subcontractor is deemed unfit or incompetent. The County requires the HVAC subcontractor demonstrate competence for this Project by providing training certification and a statement of experience demonstrating a minimum of one year's experience and successful completion of startup of HVAC system and components.

13. PROJECT SIGN

Project sign is not required. However, if the contractor wants to install a temporary project sign, such signage shall conform to the signage policy

The Contractor shall apply for signage permit and install the project sign per following Signage requirements.

Applicable for temporary Project sign that the Contractor may install.:

Project Sign Color and Imagery: BLACK or BLUE lettering on WHITE background.

Imagery information, Content and Format will be given only to selected General Contractor, if

needed.

Project Sign Size: 4' x 8'

Project Sign Material/Posting: Painted plywood sheet; sign shall not be illuminated

Location: Signs shall be posted during the general contractor's mobilization, close to the public site boundary as feasible. Signs shall be posted to face each of the public right of way forming the site boundary, centered within the site boundary.

Temporary project sign must be approved by the Project Officer. The Contractor will be responsible for maintaining the sign and removal at project completion.

14. SUBCONTRACTOR ACCEPTANCE

As required by General Conditions, Paragraph 15, the Contractor shall provide the names of proposed subcontractors for review by the Project Officer. The Project Officer may object for cause if a proposed subcontractor is deemed unfit or incompetent.

15. SAFETY

The Contractor shall ensure that all personnel working and visiting any construction site and areas are issued and wear the appropriate safety equipment (hard hat, safety vest and harness when applicable), including mask or face covering.

16. CRANES

The Contractor shall secure all permitting and control of crane arrival, set up, operation, and departure from site. Crane size, number, and positions shall be determined as required to permit erection without damage to structures, roadways, and surroundings. The Contractor shall not swing the crane(s) over any occupied adjacent buildings nor playground areas/roads/streets that are not closed. Crane operation shall not impact the regular occupancy availability of the Recreation Center and the adjacent garage nor make streets impassable. Emergency vehicle access to all locations within the Recreation Center shall not be hindered.